

H3830 01X

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE REGENTS OF  
THE UNIVERSITY OF CALIFORNIA  
at BERKELEY

THIS AGREEMENT is entered into 16 July, 1999,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,  
as amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State" or "Arizona") and the  
REGENTS OF THE UNIVERSITY OF CALIFORNIA acting on behalf of the  
INSTITUTE OF TRANSPORTATION STUDIES, UNIVERSITY OF CALIFORNIA,  
BERKELEY, (the "University").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The University is empowered by California Constitution Article 9, Section 9 (a) to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the University.

3. The State has a requirement for SHRP/Superpave design and performance testing training for 40 students. The University has the professional and technical training personnel to provide the training.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23392  
Filed with the Secretary of State  
Date Filed: 07/16/99  
Betsy Bayless  
Secretary of State

By Vicki V. Greenwald

## II. SCOPE OF WORK

### 1. The University will:

a. Provide the four-day training "Superpave Mix Design and Analysis" training program (SHRP/Superpave design and performance testing), generally in accordance with the Outline of Instruction, attached hereto as Exhibit A and made a part hereof, to Arizona at a time and place in Phoenix, Arizona to be agreed upon between the parties hereto. The University may upon five business days written notice to the State cancel or reschedule the training for any reason without penalty.

b. Be responsible for selection and scheduling of instructors for the delivery of the course program, for development and delivery of the instructional program, including provisions of instructional materials and books for students and for teaching aids such as overheads, videos, and learning exercises, as needed. Provide certificates of attendance to each student who completes both the two-day modules of the course.

c. Invoice Arizona in an itemized format, in the form of Exhibit B hereto, in an amount currently estimated at \$21,200.00 for 40 students. Upon agreement of the parties hereto the size of the class may be increased or decreased as necessary; students may be added or removed at an additional cost or cost reduction of \$60.00 per student.

### 2. The State will:

a. Be responsible for providing appropriate teaching facilities adequate for the number of students in the class, for instructional equipments such as flip charts, pens, and audio-visual equipment as requested by the University.

b. Pay the University within 45 days after receipt of an invoice for the training, in an amount currently estimated at \$21,200.00.

c. The State may cancel the training upon written notice to the University up until fifteen days before the date of scheduled delivery of the training without penalty.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of such training and payments.

2. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of Arizona state employees.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 and 12-133 and rules promulgated thereunder.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

University of California, Berkeley  
Institute of Transportation Studies,  
Pavement Research Program  
Richmond Field Station, Building 452, Room 109  
1355 S. 46th Street  
Richmond, CA 94804-4603

and

Ms. Susan Ker  
Technology Transfer Program  
Institute of Transportation Studies  
University of California at Berkeley  
1355 S. 46th Street, Building 452, Room 114  
Richmond, CA 94804-4603

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


THE REGENTS OF  
THE UNIVERSITY OF CALIFORNIA  
at BERKELEY

STATE OF ARIZONA  
Department of Transportation

By

  
BRIAN DONOHUE, Manager  
Business Contracts

By

  
EDWARD D. WRIGHT  
Deputy Director

11/21/99

(date)

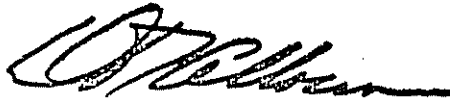
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(date)

RESOLUTION

BE IT RESOLVED on this 18th day of January 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the University of California at Berkeley for the purpose of defining responsibilities for the training of ADOT personnel in SHRP/Superpave design and performance testing.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy Director for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

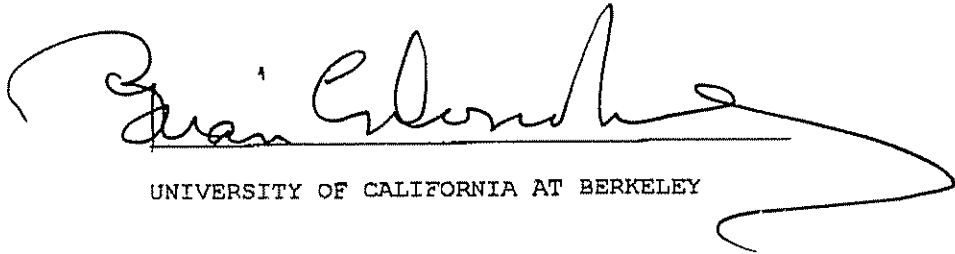
DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

JPA 98-202

APPROVAL OF UNIVERSITY OF CALIFORNIA AT BERKELEY ATTORNEY

I have reviewed the above referenced proposed agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the UNIVERSITY OF CALIFORNIA AT BERKELEY, and declare this agreement to be in proper form and within the powers and authority granted to the University under the laws of the State of California.

DATED this 17<sup>th</sup> day of FEBRUARY, 1999.



UNIVERSITY OF CALIFORNIA AT BERKELEY

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO  
ATTORNEY GENERAL


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0033TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 7, 1999.

JANET NAPOLITANO  
Attorney General



JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/76778

Enc.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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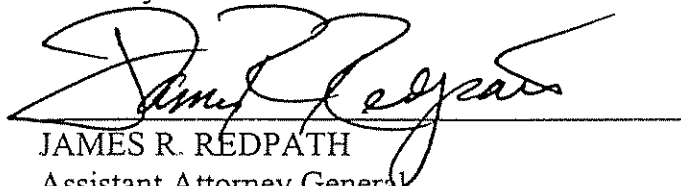
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Assistant Attorney General  
Transportation Section

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